

Planning

Recorded as Document No. 1996-008730  
on 02/26/96

## IN THE BOARD OF SUPERVISORS

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Tues day February 20, 1996

PRESENT: Supervisors

Harry L. Ovitt, Evelyn Delany, Ruth Brackett, David Blakely,  
Chairperson Laurence L. Laurent

ABSENT:

None

RESOLUTION NO. 96-90

### RESOLUTION APPROVING CONTRACT PURSUANT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965

The following Resolution is hereby offered and read:

**WHEREAS**, Government Code Section 51240 provides that the County may enter into contracts for the purpose of preserving agricultural land within an agricultural preserve; and

**WHEREAS**, Government Code Section 51243 requires that the County limit such land to those uses which are compatible with agricultural uses; and

**WHEREAS**, such a Land Conservation Contract (the "Contract") has been presented to the Board of Supervisors by HOWARD D. MANKINS, TRUSTEE OF THE ETHEL MAY MANKINS REVOCABLE TRUST, owner of the land described therein, which land is within an agricultural preserve previously established by the Board of Supervisors; and

**WHEREAS**, the Contract presented is in the form previously approved by the Board of Supervisors;

and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Land Conservation Contract submitted by HOWARD D. MANKINS, TRUSTEE OF THE ETHEL MAY MANKINS REVOCABLE TRUST, on file with the Clerk of the Board of Supervisors is hereby approved by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is authorized and directed to execute said Contract on behalf of the County of San Luis Obispo.
2. The Clerk of the Board of Supervisors is authorized and directed to record the above Contract in the Office of the County Recorder of the County of San Luis Obispo.

Upon motion of Supervisor Delany, seconded by Supervisor Blakely,

and on the following roll call votes, to-wit:

AYES: Supervisors Delany, Blakely, Ovitt, Brackett, Chairperson Laurent

NOES: None

ABSENT: None

ABSTAINING: None

The foregoing Resolution is hereby adopted.

LAURENCE L. LAURENT

Chairperson of the Board of Supervisors  
of the County of San Luis Obispo,  
State of California

ATTEST:

JULIE L. RODEWALD

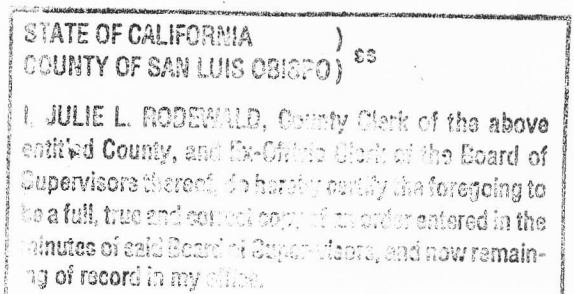
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors, County  
of San Luis Obispo, State of California

BY: VICKI M. SHELBY

Deputy Clerk

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:



## LAND CONSERVATION CONTRACT

THIS LAND CONSERVATION CONTRACT is made and entered into this 20<sup>th</sup> day of February, 1996, by and between HOWARD D. MANKINS, TRUSTEE OF THE ETHEL MAY MANKINS REVOCABLE TRUST, hereinafter referred to as "Owner", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County".

### WITNESSETH

WHEREAS, Owner possesses certain real property situated in the County of San Luis Obispo, State of California, hereinafter described as "the subject property", and more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto, and is located within an agricultural preserve heretofore established by the County; and

WHEREAS, both Owner and County desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open-space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this contract is deemed to be a determination that the highest and best

use of the subject property during the term of this contract, or any renewal thereof, is for agricultural uses and Owner agrees that agricultural zoning is the appropriate zoning for said premises; and

WHEREAS, Owner has supplied County with a title company lot book guarantee or preliminary title report listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the subject property; and

WHEREAS, both Owner and County intend that the terms, conditions and restrictions of this contract are substantially similar to the terms, conditions, and restrictions of contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, it is the intent of County and Owner that the continued existence of this contract is made dependent upon the continued recognition of the restrictions on the use of Owner's land for property tax valuations.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Government Code Sections 51200 et seq.) and is subject to all of the provisions thereof, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full. This contract is further made and entered into pursuant to Revenue and Taxation Code Section 422, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full.

2. During the term of this contract, the subject property shall not be used for any

purpose other than "agricultural or compatible uses" as defined in this paragraph. "Agricultural or compatible uses" as used in this contract are described in the County's Rules of Procedure to Implement the California Land Conservation Act of 1965. Table 2 of the Rules of Procedure provides a list of all land uses which are defined in the Land Use Element for the Inland Portion and Coastal Zone of the County and denotes whether these uses are allowable, conditional per Table 2 footnotes, or prohibited. "Agricultural or compatible uses" are subject to all applicable standards in and requirements of the Land Use Element and the Land Use Ordinance/Coastal Zone Land Use Ordinance for the Agriculture land use category. If the subject property is not already in the Agriculture land use category, the County will initiate a general plan amendment to change the land use category to Agriculture within one year after the agricultural preserve is established.

The parties further recognize that the Land Use Element, Land Use Ordinance/Coastal Zone Land Use Ordinance, and Rules of Procedure to Implement the California Land Conservation Act of 1965 may be amended in accordance with State law and the County Code. The parties further recognize that the uses allowed pursuant to this contract may be expanded or restricted from time to time by reason of such amendments. The subject property is currently designated by the Land Use Element and Land Use Ordinance/Coastal Zone Land Use Ordinance as Rural Lands.

3. This contract shall be effective as of the day and year first above written and shall remain in effect for the period of twenty years therefrom; provided, however, that beginning with the first day of January of the year in which the contract will have an unexpired term of nine years, and on each first day of January thereafter, a year shall be added automatically to

the initial term unless notice of nonrenewal is given as provided in Government Code Section 51245 and the County's Rules of Procedure to Implement the California Land Conservation Act of 1965, subject to the filing deadlines stated therein. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

4. This contract may not be canceled except pursuant to a request by Owner, and as provided in Article 5 of the California Land Conservation Act of 1965 as that Act may be amended from time to time. Provided, however, no such cancellation shall occur until notice and public hearing thereon is conducted in the manner provided by Government Code Sections 51284 and 51285, as those sections may be amended from time to time.

5. Owner, upon request of County, shall provide County with information relating to Owner's obligations under this contract.

6. Any conveyance, contract or authorization (whether oral or written) by Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of the contract may be declared void by the County Board of Supervisors; such declaration or the provisions of this contract may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. These remedies are non-exclusive and County may take any other action legally available to enforce the terms of this contract.

7. The within contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. The minimum lot size for the purposes of this contract shall be 320 acres. Any act by Owner which results in creation of a parcel or parcels of land, within the above-described

premises, smaller than the minimum lot size prescribed in this paragraph for said premises shall constitute a violation of this contract and shall be subject to all the provisions of paragraph 6 hereof.

9. Any transfer by Owner of any portion of the property which is the subject of this contract shall be a violation of this contract, if the portion transferred is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above. Such a violation shall be subject to all of the provisions of paragraph 6 hereof. Provided, however, if the subject property is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above, the subject property may be transferred in its entirety. Provided further, however, if the subject property is located in whole or in part within one mile of an urban reserve line or adjacent to a village reserve line as designated by the Land Use Element, an existing parcel or a group of contiguous existing parcels may be transferred if the property transferred and the property retained each satisfies the minimum acreage required to qualify according to Table 1 of the Rules of Procedure.

10. The trust deed beneficiaries and mortgagees, if any, listed on the lot book guarantee or preliminary title report referred to above, and whose signatures are affixed hereto, do hereby assent to this contract, and, further, do hereby subordinate their respective interests to the contractual restrictions imposed by this contract, specifically to the agricultural and compatible uses and minimum lot sizes imposed on the subject property by reason of this contract.

11. This contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day  
and year first above written.

COUNTY OF SAN LUIS OBISPO

By: LAURENCE L. LAURENT  
Chairperson of the Board of Supervisors

ATTEST:


JULIE L. RODEWALD

Clerk of the Board of Supervisors

By: VICKI M. SHELBY  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.  
County Counsel

By:   
Deputy County Counsel

Dated: FEBRUARY 6, 1996



OWNER

THE ETHEL MAY MANKINS REVOCABLE  
TRUST

By: Howard D. Mankins  
HOWARD D. MANKINS  
Trustee

[NOTE: This contract will be recorded. All signatures to this contract must be acknowledged by a notary.]

Mankins.Ctr



STATE OF CALIFORNIA  
COUNTY OF

San Luis Obispo

} ss.

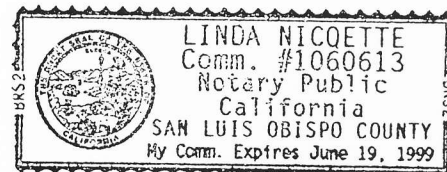
On January 31, 1996, before me, Linda Nicquette,  
personally appeared Howard D. Mankins

\_\_\_\_\_, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Linda Nicquette



(This area for official notarial seal)

Title of Document

Land Conservation Contract

Date of Document

No. of Pages

Other signatures not acknowledged

STATE OF CALIFORNIA                   )  
COUNTY OF SAN LUIS OBISPO)

On February 21, 1996 before me, **JULIE L. RODEWALD**, County Clerk and Ex-Officio Clerk of the Board of Supervisors, County of San Luis Obispo, State of California, personally appeared **Laurence L. Laurent and Julie L. Rodewald by Vicki M. Shelby, Deputy Clerk**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

**WITNESS** my hand and official seal.

**JULIE L. RODEWALD**, County Clerk-Recorder and Ex-Officio Clerk of the Board of Supervisors

By: *Leilani Miller*  
Deputy Clerk-Recorder

(SEAL)

## EXHIBIT A

THE FOLLOWING DESCRIBED PARCELS OF REAL PROPERTY LOCATED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, TO WIT:

### PARCEL 1:

Lots 2, 3, 4, 5, the Southeast quarter of the Southwest quarter, and the Southwest quarter of the Southeast quarter of Section 31, Township 32 South, Range 15 East, Mount Diablo Base and Meridian, containing 253.70 acres.

The South half of the Northeast quarter, the West half of the Southeast quarter, and the Southeast quarter of the Southeast quarter of Section 36, Township 32 South, Range 14 East, Mount Diablo Base and Meridian, containing 200 acres.

The Southwest quarter of Section 25, Township 12 North, Range 34 West, San Bernardino Base and Meridian, containing 160 acres.

### PARCEL 2:

Also Lots 3 and 4 of Section 25, Township 12 North, Range 34 West, San Bernardino Base and Meridian, containing 15.57 acres.

RESERVING from said above described Parcels interests in all minerals, gas, oil, petroleum, naphtha and other hydrocarbon substances as set forth in the deed from BESSIE SANFORD BOYLE, Et Al., to the Grantors herein, which deed is dated September 12, 1944, and recorded October 3, 1944, in Volume 366, page 278 of Official Records, San Luis Obispo County Recorder's Office.

### PARCEL 3:

Lots 1, 2, 3 and 6, and the Northwest quarter of the Southeast quarter of Section 30, Township 12 North, Range 33 West, San Bernardino Base and Meridian, in the County of San Luis Obispo, State of California.

### PARCEL 4:

Lots 6 and 7 and the Southwest quarter of the Northeast quarter of Section 31, Township 32 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California.

PARCEL 5:

Lots 1, 2, 3 and 4 of Section 32, Township 32 South, Range 15 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California.

Parcels 3, 4 and 5 above contain 321.77 acres of land, more or less, and said Parcels are subject to the RESERVATIONS contained in the Deed from FRANK A. GARBUTT, Et Al., to the Grantors herein, dated September 20, 1943, and recorded October 7, 1943 in Volume 345, page 259 of Official Records, San Luis Obispo County Recorder's Office.

PARCEL 6:

Government Lots 1 and 2, the North half of the Southeast quarter, and the Southwest quarter of the Southeast quarter in Section 25, Township 12 North, Range 34 West, San Bernardino Base and Meridian.

Parcel 6 above is subject to the reservations contained in that deed from ARZA PORTER, Et Al., to the Grantors herein, said deed being dated March 22, 1944, and was recorded May 25, 1944 in Volume 353, page 359 of Official Records, San Luis Obispo County Recorder's Office.

PARCEL 7:

The Northeast quarter of the Southeast quarter of Section 36, Township 32 South, Range 14 East, Mount Diablo Base and Meridian, containing 40 acres more or less.

Parcel 7 above is subject to RESERVATIONS contained in the deed from GRACE THORNBURGH, to the Grantors herein, dated December 19, 1947, and recorded January 29, 1948 in Volume 464, page 497 of Official Records, San Luis Obispo County Recorder's Office.

Huasna Valley Agricultural Preserve No. 27  
01/16/96

Mankins.Lgl

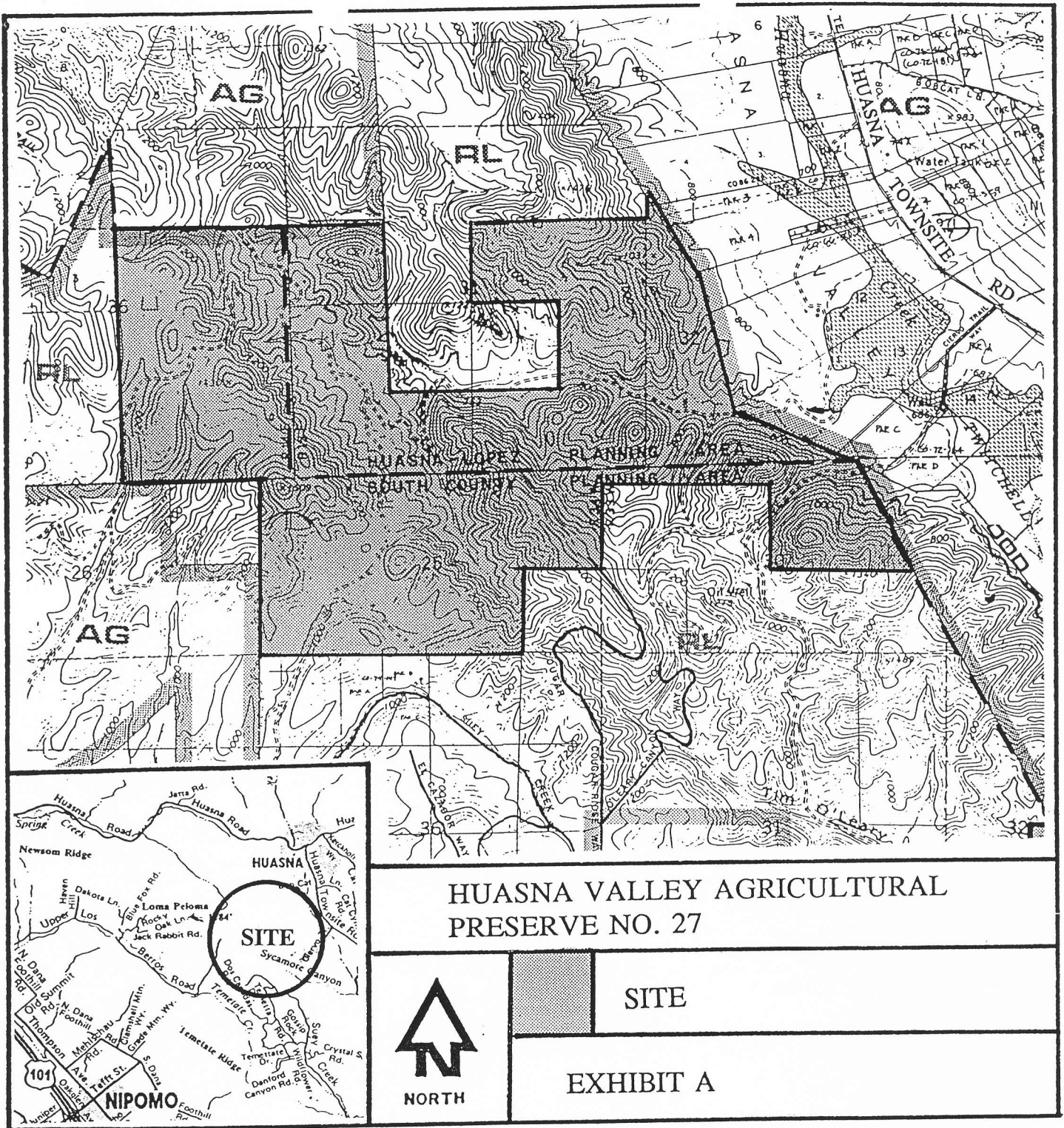


Exhibit A  
 Establishing an Agricultural Preserve  
 File No. A950007A  
 Site: APNs 048-141-004, 048-151-001, 085-231-005,  
 085-231-006, 085-231-007, & 085-271-001  
 Minimum Parcel Size: 320 Acres  
 Minimum Term of Contract: 20 Years  
 Resolution No. 96-34 Date 01/16/96